

DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT

This Development and Conditional Zoning Agreement is hereby made and entered into this ____ day of _____, 2007, by and between Steven L. Harms and Kim R. Harms, husband and wife, and Charles M. Jetton, Jr. and Marylinn I. Jetton, husband and wife, referred to as "Developer," and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City".

RECITALS

I.

Developer has petitioned the City for a change of zone (No. 06083) from AG Agriculture District to I-1 Industrial District upon the following described property generally located at N. 84th Street and Cornhusker Highway ("Property"). The Property is legally described in Exhibit 'A' attached hereto.

II.

The request for the change of zone to I-1 Industrial District would allow the Property to be used for a range of commercial and industrial uses which would not be compatible with the adjacent agricultural land.

III.

The Developer has represented to the City that in consideration of the City re-zoning the Property to I-1 Industrial District, Developer will enter into an agreement with the City requiring screening of the Property in order to provide a compatible development with the surrounding area.

IV.

The City desires the Developer to enter into this Agreement to be assured that the Developer will develop the Property as represented should the Property be rezoned to I-1 Industrial District.

NOW, THEREFORE, in consideration of the above Recitals and the following terms and conditions, the parties agree as follows:

1. The City hereby agrees to grant the Developer's petition to change the zoning map from AG Agricultural District to I-1 Industrial District on the Property.
2. In consideration of the City's rezoning the Property to I-1 Industrial District, the Developer agrees that development of the Property will be subject to the following restrictions:
 - a. The entire Property shall be screened as per Chapter 3.50 of the Design Standards for Screening and Landscaping and particularly:

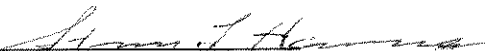
The screen shall be evenly distributed horizontally, however, it may vary in height so as to screen at least sixty percent (60%) of the surface area of a vertical plane extending along the entire length of the property line and from the ground elevation to a height of ten feet (10') above the adjacent ground elevation. This

screen shall generally be located adjacent to the property line abutting the different uses.


3. This Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.
4. This Agreement, when executed by the parties hereto, shall be recorded by the City in the office of the Register of Deeds of Lancaster County, Nebraska, filing fees to be paid by Developer.

IN WITNESS WHEREOF the parties herein have executed this Agreement on the day an year set forth above.

STEVEN L. HARMS

By: 
Steven L. Harms, Owner

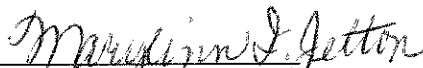
KIM R. HARMS

By: 
Kim R. Harms, Owner

CHARLES M. JETTON, JR.

By: 
Charles M. Jetton, Jr., Owner

MARYLINN I. JETTON

By: 
Marylinn I. Jetton, Owner

ATTEST:

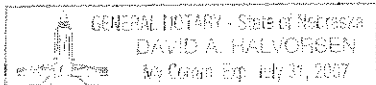
CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

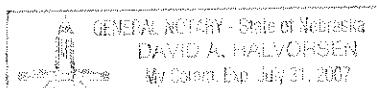
The foregoing Agreement was acknowledged before me this 29th day of Jan 2007, by Steven L. Harms, Owner.



David Halvorsen
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing Agreement was acknowledged before me this 29th day of Jan 2007, by Kim R. Harms, Owner.



David Halvorsen
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

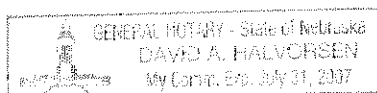
The foregoing Agreement was acknowledged before me this 29th day of Jan 2007, by Charles M. Jetton, Jr., Owner.



David Halvorsen
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing Agreement was acknowledged before me this 29th day of Jan 2007, by Marylinn I. Jetton, Owner.



David Halvorsen
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2007, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

Parcel 1

A LEGAL DESCRIPTION OF A TRACT OF LAND CONSISTING OF A PORTION OF LOT 39 I.T., LOCATED IN THE W $\frac{1}{2}$ OF SECTION 35-T11N-R7E OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 35; THENCE: N00°00'00"E, (ASSUMED), ON THE WEST LINE OF SAID NW $\frac{1}{4}$, A DISTANCE OF 848.27'; THENCE: N90°00'00"E, A DISTANCE OF 405.53'; THENCE: S00°00'00"E, A DISTANCE OF 311.09'; THENCE: N90°00'00"W, A DISTANCE OF 405.53' TO A POINT ON SAID WEST LINE; THENCE: N00°00'00"E, ON SAID LINE A DISTANCE OF 311.09' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 2.896 ACRES MORE OR LESS INCLUDING 0.235 ACRES OF COUNTY ROAD RIGHT-OF-WAY.